

**CANON CITY AREA METROPOLITAN RECREATION AND
PARK DISTRICT**

**CONTRACT FOR USE OF THE
COMMUNITY/MEETING ROOM**



The Community/Meeting Rooms are intended for District sponsored purposes. At times when these rooms are not used for district activities, they may be made available to approved groups subject to availability and the District policy.

The Applicant desires permission to use the Community and/or Meeting Room for the purpose(s) set forth below.

The parties desire to enter into an agreement to authorize Applicant's use of the Community/Meeting Room, property of the district.

This agreement made (date) _____ between:

Applicant: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____

(Hereinafter called the Applicant)

&

Cañon City Area Recreation and Park District
575 Ash St.
Cañon City, Colorado 81212
(719) 275-1578

(Hereinafter called the District)

TERMS:

1. The Community/Meeting Room(s) shall be used for the following:

Date: _____

Purpose: _____

2. The Applicant shall pay the following charges for the use of Community/Meeting Room:

| | <u>WITHOUT ALCOHOL</u> | <u>WITH ALCOHOL</u> |
|--------------------------------|--|--|
| Damage/Cleanup Deposit: | \$200.00 | \$300.00 |
| Rental Fees: | \$40.00/hr. – 2 hr. minimum \$300.00/day (8 hrs. or more) | \$60.00/hr. -2 hr. minimum \$450.00/day (8 hrs. or more) *NO KEG BEER |
| Non-Profit Rate: | \$25.00/hr. – 2 hr. minimum \$200.00/day (8 hrs. or more) | |

Non-Refundable Deposit: 1 hour of room rental rate will be applied to the final payment
Please see Item 3 below

Community Room Maximum Capacity: 188 Total
Available Tables: Round - 6, 6 ft. – 3, and 8 ft. - 16
Available Chairs: 100

**When leaving, please make sure all doors/windows are locked and all lights are turned off.
Applicant is responsible for damage/cleanup of room(s) used.**

3. At the time the reservation is made, both the damage deposit and one hour of the room reservation must be paid. The one-hour fee will be applied toward the final payment due and in non-refundable. The damage deposit may be refunded if the reservation is canceled prior to the date reserved. If the reservation is canceled, for any reason other than the fault of the District, the damage deposit will be returned. But the reservation fee will not be returned.
4. All parties agree and understand that schedules are subject to change and that the District activities shall take precedence over non-District activities. District shall notify Applicant of any changes within a reasonable time. Applicant shall have the option of agreeing to said changes and proceeding in accordance with the changes or treating this agreement as void

and cancelled. Under no circumstances shall such a change constitute a breach of this contract by the District nor shall such change entitle Applicant to any claim of damages.

5. If changes are made by the District pursuant to Paragraph 5 of this contract and are accepted by the Applicant, said changes shall constitute a substituted term of this contract. The remainder of this contract shall remain in full force and effect.
6. Applicant may be excused from payment of fee for any scheduled usage if a notice of 5 business days is given to the District.
7. Applicant must give a minimum of 5 business days advance notice of cancellation of event. If such notice is not given, usage deposit will be forfeited to the District.
8. Applicant shall be held liable for any damage to District property or equipment or loss of the same if such damage or loss occurs while Applicant is using Community/Meeting Room facilities of the District. Applicant additionally agrees to indemnify and hold harmless the District from any and all liability: loss or damage District may suffer as a result of claims, demands, costs or judgements including reasonable attorney fees arising from Applicant's use of the above-mentioned facilities.
9. Key rental policy. Keys must be returned to the Recreation District office on the next business day after the event date or deposit will be forfeited.
10. Full payment of Usage Deposit shall be made one (1) week prior to the actual confirmation of the Applicant's reservation of the Community/Meeting Room. Full payment of Fees and Charges are due one (1) week prior to the date of the event. At the time the keys are returned, Applicant will be notified if they will be receiving a refund or if there is need of further payment. If there are no keys issued, notification of refund or additional changes will be made known to the Applicant by the District no later than two business days after Applicant's use. District shall further be entitled to recover costs of collection, including reasonable attorney fees.
11. If the Applicant fails to pay for necessary additional changes, District reserves the right to refuse future use of District Facilities and Usage Deposit will be forfeited.
12. Any District policies or rules governing the use of Community/Meeting Room(s) are incorporated herein by reference and made a part of this agreement.
13. If Applicant is an unincorporated association, the individual signing in behalf of the Applicant agrees to be personally bound by the terms of this contract. The parties acknowledge that the District is unwilling to enter into an agreement with an unincorporated association without this individual guarantee.
14. Notwithstanding the terms of this agreement, use of the Community/Meeting Room(s) is subject to the ultimate approval by the Executive Director or his designee.

FEES AND DEPOSITS

Room Usage Rate: \$_____ per day/per hour Total \$ _____

Total Required Fees Paid: Date: _____ Total \$ _____

Amount of Usage Deposit Paid: Date: _____ Total \$ _____

Amount of Non-Refundable Deposit Paid: Date: _____ Total \$ _____

Applicant Signature

Date

District Executive Director Signature

Date

OFFICE USE ONLY

Keys returned: Yes / No

Usage Deposit returned Yes / No \$_____ Date: _____

Additional Fees: Yes / No Hours: _____ @ \$25.00/\$40.00/\$60.00 per hour

Total Additional Fees: \$_____ Collected Date: _____